
AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this___(Date) day of_(Month), 20___,

By and Between

ELDECO HOUSING AND INDUSTRIES LIMITED (CIN L45202UP1985PLC099376), a company incorporated under the provisions of the Companies Act, 1956, having its registered office and corporate office at Eldeco Corporate Chamber 1, 2nd Floor, Vibhuti Khand, (Opp. Mandi Parishad), Gomti Nagar, Lucknow 226010 (PAN AAACE4554G), represented by its authorized signatory_____
_____authorized *vide* board resolution dated_____ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

_____, (CIN No._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No._____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN____), represented by its authorized partner,_____(Aadhar No.____) authorized *vide*_____, hereinafter referred to as the “ **Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms._____, (Aadhar No._____) son / daughter of _____, aged about_____, residing at _____, (PAN _____), hereinafter called the “ **Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted A assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____

Aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Promoter and Allottee shall hereinafter jointly be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires,-

- (a) “**Act**” means Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) “**Applicable Laws**” shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.
- (c) “**Approvals**” shall mean and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project (defined hereinafter).
- (d) “**Authority**” means the Uttar Pradesh Real Estate Regulatory Authority.
- (e) “**Competent Authority**” means any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Township (defined hereinafter) and/or the Project.
- (f) “**Common Areas and Facilities**” means such areas and facilities in the Township/Project which are meant for common use, enjoyment and access of the allottee(s) at the Township/Project, viz parks, roads, green areas etc (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Township/Project or otherwise transferable by the Promoter to the third parties. It is clarified that the Club & Schools situated in the Township are explicitly excluded from the definition of Common Areas & Facilities and the same are transferable by the Promoter to third parties on the terms it deem fit and proper.
- (g) “**Essential Services**” shall mean the provision of (i) Internal roads connecting the Plot (defined hereinafter) to the public road, (ii) Sewer line outside the Plot, (iii) Water supply line outside the Plot, (iv) Provision of the Electricity line upto the Plot and (iv) Storm water drains outside the Plot.
- (h) “**Force Majeure Events**” means shall mean (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the Project (b) war, civil commotion or act of God; (c) any notice, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials or labour; and (e) Court orders, Government policy/ guidelines, decisions affecting the regular development of the Project and (f) any reason beyond the reasonable control of the Promoter.
- (i) “**Government**” means the Government of the State of Uttar Pradesh.
- (j) “**Hazard**” means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project /Township or to the environment in and around the Project/Township.
- (k) “**Holding Charges**” shall mean the administrative costs incurred by the Promoter to hold the Plot, if the Allottee/s fails to take actual & physical possession of the Plot after expiry of the period specified in the Offer Letter.
- (l) “**Plot**” shall mean the plot described in **Schedule IV**
- (m) “**Project**” meaning assigned to it under Recital C herein.
- (n) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development Act, 2016
- (o) “**Rules**” means Real Estate (Regulation and Development) Rules, 2017 for the State of Uttar Pradesh.
- (p) “**Rule**” means rule of Rules.
- (q) “**Safeguarding Charges**” means the charges incurred to guard the Plot against encroachments/trespassing by

the third party (ies), in case Allottee/s fails to take actual & physical possession of the Plot after expiry of period mentioned in the Offer Letter.

- (r) “**Section**” means a section of the Act.
- (s) “**Township**” meaning assigned to it under Recital B herein.

WHEREAS:

- A. The Promoter was granted Permit no. 1213-1215, dated 08/10/2013 and Permit No 424 dated 2/11/2015 to set up residential plotted township on the land admeasuring 43.3 acres, situated at Bijnore Road, Lucknow (“**Total Land**”), by Lucknow Industrial Development Authority (“**LIDA**”).
- B. The Promoter on the Total Land has developed/is developing a residential township under the name and style “**Eldeco Shaurya**”(“**Township**”) which inter – alia includes plotted development, independent built-up Villas, , commercial spaces, schools, parks, utilities and common services and facilities therein.
- C. The Promoter is now developing a plotted residential colony by the name of “**Eldeco North Block**” at Eldeco Shaurya (“**Project**”) over land admeasuring 7727.21 sqmtr, (herein “**Said Land**”) forming part and parcel of Total Land, comprising of 45 nos. of plots duly approved by LIDA vide Permit dated 27/2/2018 having no 720. A copy of the approved layout plan of the Project is annexed hereto in **Schedule I**.
- D. The Allottee acknowledges and agree that the Project is integral and indivisible part of the Township, as such the allottee/s/Allottee/s of Township/Project shall have similar right & interest in respect of the Common Areas and Facilities.
- E. The Said Land is owned by various individuals, who have entered a Consortium Agreements in respect of the respective land. The Consortium Agreement among land owners and the Promoter is duly registered at the office of the concerned Sub-Registrar. The date and registration detail of the sale deeds in favour the individuals who owns the Said Land as well as the aforesaid Consortium Agreements is described in **Schedule II**.
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been complied with.
- G. The Promoter of the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has been granted Registration on _____ vide registration bearing no. **UPRERAPRJ** _____
- H. The Promoter has given inspection to the Allottee and displayed at its offices all available approvals/permissions, including the approved layout plan of the Project/Township as applicable to the Project. The Promoter has, as on date, obtained the Approvals as listed in **Schedule III**. The said Approvals are available on www.up-rera.in.
- I. The Promoter has informed the Allottee that it will be entitled to use the Common Areas & Facilities on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of Allottee/s, which will comprising of allottee/s of the Township and Project (herein “**Association**”).
- J. The Allottee had applied for a residential plot in the Project *vide* application dated ____ (herein “**Application**”) and has been allotted Plot No. _____ having area of _____ square meters, (hereinafter referred to as the “**Plot**”) more particularly described in **Schedule IV**.
- K. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein;
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project /Township.
- M. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot for Residential usage as specified in Para above.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 In consideration of the payment made and/or to be made by the Allottee to the Promoter in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee stated hereinafter, the Promoter hereby agrees to transfer title rights and entitlements over the Plot free from all encumbrances along with all easements, privileges, rights and benefit attached thereto; along with exclusive right to use and occupy; along with right to use the Common Areas and Facilities (which shall be co-used / shared along with other allottees / occupants in the Project/Township, in accordance with Applicable Laws) in favour of the Allottee at the Total Sale Consideration and payment schedule mentioned in **Schedule V** hereinafter and the Allottee hereby agrees to acquire the same. The Plot shall be transferred in favor of the Allottee through due execution of a Sale deed duly stamped and registered with the jurisdictional Registrar of Assurances ("**Sale Deed**") along with other documents as envisaged in this Agreement or as may be required under the Applicable Laws or by LIDA or by the Promoter.
- 1.2 All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Act and the Rules made there under and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules made there under. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.
- 1.3 The Total Sale Consideration for the Plot ("**Cost of Property**"), other charges, payable by the Allottee for transfer of the Plot in its favour and token amount/application money already paid by the Allottee at the time of signing of the Application are mentioned in **Schedule V** hereto. The Cost of Property shall be paid by the Allottee to the Promoter in the manner specified in 'Schedule of Payments' set out in **Schedule V**.
- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a rate suitable to the Promoter for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottee by the Promoter, provided the Allottee complies with the terms of this Agreement.
- 1.5 The Allottee shall be liable to make payment of the amount/installment as per the payment plan set out in **Schedule V**. The Allottee shall be obligated to pay the installments by the due dates as per the payment plan as provided in aforesaid Schedule. In case the Allottee delays in making payment of any amount/installment then interest @ 10% p.a. or such higher rate as may be prescribed under Act/ Rules shall be charged for the period of delay.
- 1.6 The Parties agree that 10% of the Cost of Property shall be construed as earnest money under this Agreement ("**Earnest Money/ Booking Amount**"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Allottee under this Agreement.
- 1.7 The Cost of Property is escalation-free, save and except the charges stated herein and increase on account of development charges payable to the competent authority and/or any other increase in charges, fee etc which may be levied or imposed by the competent authority/ LIDA/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ LIDA/local bodies/Government and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
- 1.8 The Promoter has made it specifically clear to the Allottee, that the computation of the Cost of Property as per **Schedule V** does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Plot (ii) cost of running, maintenance and operation cost of Common Areas and Facilities; or (iii) for any rights over the commercial areas/spaces, club, school or (iv) for any rights over areas reserved/ restricted for any other allottee / right-holder at the Project/Township; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws. The Allottee has

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- agreed, understood and satisfied himself/herself about the same, and shall be liable to pay the common expenses as determined by the Promoter for running, maintenance and operation of the Common Areas and Facilities as till such time they are transferred to the Association/Local Authority.
- 1.9 The Promoter shall not make any alterations in the sanctioned lay out plan of the Project described herein at **Schedule I** in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authority..
- 1.10 The Promoter shall confirm the area of a Plot as per approved layout plan at the time of Offer Letter(defined herein after) after completion of the Essential Services. The Promoter shall inform the Allottee about any details of the changes, if any, in the area. The Cost of Property payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall adjust the excess money paid by Allottee as per the next milestone of the Payment Plan as provided in **Schedule V** with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule V**.
- 1.11 Subject to payment of all dues, the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot for Residential usage as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot for Residential usage;
 - (ii) The Allottee shall also have a right in the Common Areas and Facilities. The Allottee(s) shall use the Common Areas and Facilities along with other occupants of the Township/Project without causing any inconvenience or hindrance to them;
 - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project. However, the Allottee shall take all precautionary measures while visiting Project and he/she shall be solely liable for any negligence on his/her part in this regard.
- 1.12 The Allottee agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities as determined by the Promoter, till such time the Common Areas and Facilities are transferred to the Association or to the concerned authorities, as the case may be.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of this Agreement and the Promoter abiding by its obligations, the Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan [**Schedule V**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable), payable at par drawn in favour of **“ELDECO HOUSING AND INDUSTRIES LIMITED”** and/ or any other account as stipulated by the Promoter from time to time. The Allottee shall mention his/her/its Plot No behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Allottee to provide the wire details to Promoter.
- 2.2 The Allottee agrees that the payment shall be considered received when it actually gets credited to the bank account of the Promoter. If any of the cheques submitted by the Allottee to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only)(for each dis-honour). In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.
- 2.3 In the event any outstanding amount is not paid within 90 days then the Promoter shall be fully entitled, at its sole discretion, to terminate this Agreement and to forfeit the Booking Amount along with the taxes levied on the amounts paid by the Allottee to the Promoter till that date and the balance money (if any) will be refunded by Promoter as per the provisions herein, without any interest or any compensation for any consequences thereof, and the Allottee shall have no other claim whatsoever against Promoter.
- 2.4 The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the

Promoter and such payment shall not be accepted and continue to appear as outstanding against the Plot. The Promoter shall accept payments towards Cost of Property from the account(s) of the Allottee and/ or Joint Allottee only. If any payments of installments are made by any third party by or on behalf of the Allottee, the Promoter shall not be responsible towards any such third party and such third party shall not have any right in Plot. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee.

- 2.5 The Allottee is aware that the Allottee has/have to deduct the applicable Tax Deduction at Source (TDS), if applicable, at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the Agreement/ Plot in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/her payments in any manner. It is clarified that all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. DEVELOPMENT OF THE PROJECT:

- 5.1 The Allottee has seen the layout plan regarding the Project/Township where the Plot is located and has accepted the payment plan, layout plan/site plan which has been approved by the Competent Authority, as represented by the Promoter.

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- 5.2 The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the LIDA or any other Competent Authority.
 - 5.3 The Allottee agrees and understands that the allotment of the Plot is on 'as is where is' basis including its levels. However, the level of Plot shall not be more than 2 ft. below the abutting road. In case the level of the Plot is lower than the specified 2 ft. then the Company shall reimburse the equivalent amount of cost of earth filling to the Allottee/or the Company shall undertake earth filling level upto 2 ft below the abutting road. Beyond the specified 2 ft. level, it shall be the responsibility of the Allottee to do the earth filling at his/her own cost and expenses.
 - 5.4 The Promoter has informed the Allottee that the development of Project and provision of the Essential Services shall be subject to (i) Force Majeure Events and (ii) timely receipt of the Cost of Property (iii) reasons beyond the control of the Promoter.
 - 5.5 The Promoter has informed the Allottee that it might be in future applying for license to develop residential township on land contiguous to the Project/Township in accordance with the Applicable Laws and shall be linking their services and facilities viz road network, water supply, drainage, sewer and sewer treatment, electricity supply systems, community plots/ sites, Common Areas And Facilities etc. with each other, to which the Allottee hereby expressly gives his/her consent at this stage only.

6. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE

1. The Promoter shall endeavor to offer possession of the Plot to the Allottee on or before the date specified in **Schedule IV ("Date of offer of Possession")**. The Date of offer of Possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure Events and the reasons beyond the control of the Promoter.
2. In the event the possession of the Plot is delayed beyond the date as agreed hereinabove *inter alia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for delivery of possession of the Plot for Residential usage.
3. In the event of any delay in handing over possession of the Plot to the Allottee on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of Essential Services of the Plot, the Allottee shall be entitled to compensation for delay @ Rs. per sq. mtr per month of the plot area of the Plot from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter, provided the Allottee/s has complied with all the terms and condition of this Agreement. It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Cost of Property only (excluding interest amounts (if any), paid to the Promoter and not on the stamp duty, registration fee, GST, TDS, deposits, development charges, applicable taxes etc. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Allottee not taking possession of the Plot.
4. Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Date of Offer of Possession shall be extended
 - (a) on account of any Force Majeure Events and/ or
 - (b) due to non-compliance of the terms and conditions by the Allottee.
5. Additionally, the compensation for delay shall not be paid in the following events:
 - (a) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
 - (b) For the period if the Allottee commit/s any default and/ or breach of the terms and conditions contained herein, and/or
 - (c) For the period of inordinate delay incurred due to LIDA or any other governmental authorities in granting the necessary approvals for commencing and completing the Project.
6. In case the Promoter is forced to discontinue the Project (entire or part)/ develop the Essential Services due to Force Majeure Events and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.

7. The Promoter upon completion of Essential Services shall issue written Offer of Possession/Final Demand Notice ('**Offer Letter**') to the Allottee. The Allottee on issuance of Offer Letter shall make payments as per the Offer Letter and take possession within such period as may be mentioned in the Offer Letter. The Allottee shall before taking over the possession of the Plot clear all outstanding dues and amounts as mentioned in **Schedule IV** and also pay the applicable GST, and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the Plot.
8. The Allottee upon receiving Offer Letter shall take possession of the Plot from the Promoter within period stipulated by clearing the dues, if any and executing necessary indemnities, Sale Deed, undertakings and such other documentation as required by the Promoter and thereafter the Promoter shall give possession of the Plot to the Allottee.
9. In case the Allottee fails to comply with the essential documentation, undertaking, etc. or to take possession of the Plot within such date as mentioned in the Offer Letter, then the Plot shall lie at the risk and cost of the Allottee and the possession of the Plot shall be deemed to have taken by the Allottee on the expiry of date stipulated in the Offer Letter. The maintenance charges, shall commence from the Commencement Date of MRMC (defined hereinafter). It is clarified that in case Allottee fails to clear dues or take possession as contemplated in Offer Letter then MRMC, Holding Charges and Safe Guarding charges as specified in **Schedule V** shall be payable by the Allottee from the Commencement Date of MRMC till the Allottee takes actual possession of the Plot. During the period of the said delay by the Allottee, the Plot shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee.
10. The Promoter shall compensate the Allottee in case of any loss caused to him/her due to defective title of the Said Land, on which the Project is being developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for developing the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authority to carry out development of the Project;
- (iii) All approvals, licenses, sanctions and permission issued by the Competent Authority with respect to the Project as well as for the Plot being sold to the Allottee are valid and subsisting and have been obtained by following due process of law.
Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project as well as for the Plot;
- (iv) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (v) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, including the Project and the Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Plot to the Allottee in the manner contemplated in this Agreement;
- (vii) At the time of execution of the Sale Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot for Residential usage to the Allottee;
- (viii) The Plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Plot;
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority;

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- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Land) has been received by or served upon the Promoter in respect of the Said Land and/ or the Project.

8. TERMINATION & CANCELLATION:

- 8.1 **Termination by Promoter :** Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Allottee committing breach of the terms and conditions of this Agreement, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion, be entitled to terminate this Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Speed/Registered Post at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate this Agreement.
- 8.2 The Promoter upon termination of the Agreement as per clause above shall refund all such amounts paid by the Allottee till the date of termination without interest subject to forfeiture of the Earnest Money along with the taxes levied on the amounts paid by the Allottee to the Promoter till that date. The Promoter shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Plot, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in this Agreement, or (iii) by any other means as the Promoter may deem fit. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Agreement) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest for such delay
- 8.3 **Cancellation by Allottee:** In case Allottee wishes to withdraw/cancel this Agreement /allotment of the Plot then the Promoter shall refund all such amounts paid by the Allottee till the date of cancellation without interest subject to forfeiture of Earnest Money along with the taxes levied on the amounts paid by the Allottee to the Promoter till that date. The Promoter shall upon cancellation as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Plot, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in this Agreement for Sale, or (iii) by any other means as the Promoter may deem fit. In the event the Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Agreement) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest for such delay.
- 8.4 The Allottee shall not have any right, title and/ or interest with respect to the Plot upon the cancellation and/or termination of the Agreement/allotment of the Plot as aforesaid and the Promoter shall be at liberty to re-allot/sell or otherwise deal with the Plot with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee waives his/her right to raise any objection or dispute in this

regard.

- 8.5 The Allottee undertakes to present himself/herself for surrender/cancellation of this Agreement, upon termination/cancellation of this Agreement/allotment of the Plot as may be required under the Applicable Laws, at the office of the Promoter/concerned sub-registrar of assurances. The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of this Agreement/allotment of the Plot.

9. CONVEYANCE OF THE PLOT:

The Promoter on receipt of Cost of Property and other charges as per Schedule V, shall execute a Conveyance/Sale deed preferably within three months but not later than six months from date of Offer Letter and convey the title of the Plot for which possession is offered/granted to the Allottee, subject to Allottee making payments of unpaid amount if any as per Schedule V.

However, in case, the Allottee fails to execute and register the Conveyance /Sale Deed with respect of the Plot the penalty, if any, payable under the relevant laws for delay in execution and/or registration of Conveyance/Sale Deed shall be payable by the Allottee till the registration of the Conveyance/Sale Deed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel/terminate the Agreement and forfeit the (i) Booking Amount (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment and (iv) Safeguarding Charges, if any and Holding Charges , if any. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein. It is clarified that in case the amount paid by the Allottee is less than the amount forfeitable as above then the Promoter has all legal right to recover the same in accordance with law.

10. MAINTENANCE OF THE PROJECT/TOWNSHIP:

- 10.1 The Promoter has developed a club on a community plot site in the Township which shall have recreational services and facilities (“Club”) in accordance with the permission/ sanctions of Competent Authority. The Allottee understands and agrees that membership of the ‘Club Shaurya’ is mandatory and he/she has to pay the Club membership fees as detailed in Schedule V. The Allottee understands and agrees that the Promoter may transfer the Club to any person/s and/or engage a third party to operate and manage the Club. The Allottee's right to use the Club shall at all times be contingent on due and faithful observance by the Allottee of all the rules, regulations, bye laws and conditions as may be notified by the Promoter and/or the third party operator as the case may be. The Allottee shall be liable to pay periodic subscription and usage charges of the Club, as may be intimated by the Promoter/third party operator from time to time. The Allottee understands that the above referred periodic subscription and usage charges are subject to revision and the Allottee undertakes to abide by the same. It is once again clarified for avoidance of doubt that the Club is not part of Common Areas & Facilities. The Allottee for the purpose of management and maintenance of the Township/Project sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation/registration/smooth functioning of such Association. No objection shall be made by the Allottee/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the allottees of the Township/Project in complying with the above.
- 10.2 The management and maintenance of only Common Area and Facilities will be transferred to the Association. The areas like shops/commercial spaces for commercial use, and kiosks (if provided), schools, community sites etc. shall not be handed over to the Association and shall be owned by the Promoter.
- 10.3 If required, the Allottee shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering conveyance/sale deed with respect to transfer of the Common Areas & Facilities in favour of the Association
- 10.4 On the formation of Association, rights of the Allottee to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the

-
- Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Township/Project.
- 10.5 The Promoter shall be responsible to provide and maintain Common Area and Facilities till the taking over of the maintenance of the Township by the Association or Competent Authority, as the case may be. The Promoter in no case shall be obliged to maintain the Common Areas and Facilities beyond the date as stipulated by the Applicable Laws.
- 10.6 In case, Association fails to take possession of the Common Area & Facilities as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter may, at its option, continue with the maintenance of the same and on such terms as it deem fit and proper.
- 10.7 The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:
- a. The entrances in the Project/Township shall not be obstructed or used for any purpose other than ingress to and egress from the Plot;
 - b. The Allottee shall not make or permit any disturbing noises in the Project/Township or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottees/ occupants. The Allottee shall not use any loud speaker in the Plot which shall disturb or annoy other Allottee / occupants in the Project/Township;
 - c. No bird or animal shall be kept or harboured in the Common Areas and Facilities. In no event shall dogs and other pets be permitted in any other part of the Project/Township unless they are accompanied by someone;
 - d. Garbage and refuse from the Plot shall be deposited in such place only in the Project and at such time and in such manner as the Promoter / Association / Maintenance Agency may direct.
 - e. No vehicle belonging to a Allottee or to a family member, guest, tenant, employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project/Township.
- 10.8 The Allottee shall adhere to the rules and regulations mentioned herein above and such further rules and regulations as may be made out by the Promoter/Association from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other outgoings as may be demanded or called upon by the Promoter/Association or Maintenance Agency, as the case may be.
- 10.9 The usage of the Common Areas and Facilities shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit &, monthly recurring maintenance charges. (“MRMC”) to the Promoter or Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. The Allottee understands & agrees that the MRMC Charges may be enhanced by the Promoter or the Maintenance Agency from time to time. Incidence of GST/any Taxes etc. on MRMC Charges and outsourced services shall be borne by the Allottee.
- 10.10 The Allottee agrees that on issuance of Offer Letter of the Plot, an Interest-Free Maintenance Security (herein “IFMS”) towards the security for payment of charges for maintenance, upkeep of or any damages to the Common Areas and Facilities shall be payable by the Allottee as mentioned in **Schedule V**. The IFMS shall become payable within 30 days from the date of Offer Letter by the Promoter, whether or not the Allottee takes possession of the Plot.
- 10.11 The Allottee agrees that upon offer of possession of Plot he/she shall enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein “**the Maintenance Agency**”) for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the building to be constructed on the Plot) of the Project. However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the MRMC charges and other related charges.
- 10.12 The Allottee agrees to pay monthly/quarterly/yearly MRMC as intimated/demanded by the Promoter/ Maintenance Agency, irrespective of the fact, whether the Allottee is in occupation of the Plot or not, within a period of 7 days of demand. In case of delay in payment of MRMC , interest @ 12% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the MRMC in advance as per its policy. No interest shall be payable on such advance collection.

- 10.13 The Allottee agrees that in case of his/her/their failure to pay the MRMC on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to disconnect water/sewer etc. and debarment from usage of any or all Common Areas & Facilities. Further, non-payment of MRMC Charges shall constitute a breach of the terms contained herein by the Allottee.
- 10.14 The Allottee agrees that in the event the MRMC , other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate this Agreement by a notice in writing to the Allottee of 30 days (herein “**Notice Period**”). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, (i) the booking amount (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment and (iv) Safeguarding Charges, if any and Holding Charges , if any shall be forfeited in favour of the Promoter and the Allottee shall have no right, interest or lien in the Plot. The refund after deduction as above, if any, shall be governed by the provisions contained herein.

11 DEFECT LIABILITY:

It is agreed that in case defect in workmanship is brought to the notice of the Promoter within the time period as specified under the prevalent law by the Allottee from the date of Offer Letter, it shall be the duty of the Promoter, after confirmation of the Promoter’s architect, which shall be final in deciding whether there is any defective; to rectify such defects without further charge, within ninety days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that, the Promoter shall not be liable for any defect induced by the (i) Association’s negligence (ii) Allottee carrying out carrying out construction on the Plot in violation of Approvals and (ii) act of omission or commission of other allottee/s of the Project/Township and (iii) Force Majeure Events.

12 RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ Maintenance Agency/ Association / Competent Authority shall have rights to enter into Plot, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.

The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/ other occupants of the Project.

13 GENERAL COMPLIANCE WITH RESPECT TO THE PLOT

- a. The Allottee shall, after taking possession of the Plot, be solely responsible to maintain the Plot and construction thereon at his/ her own cost and expenses and shall not do or suffer to be done anything in or to the Plot and construction thereon which may be in violation of any Applicable Laws or Rules of any Competent Authority. The Allottee neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities, adjoining plot / areas etc. or cause any kind of breakage of abutting road or violates the rules or bye-laws of the Local Authorities or the Association. The Allottee shall abide by the provisions of the Applicable Laws while carrying out construction on the Plot. The Allottee alone be liable/responsible for any non compliance in relation to the construction as well as safety and security of his/her materials. The Allottee shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottee’s IFMS (as mentioned in Schedule V) along with liquidated damages equivalent to such amount incurred. In case IFMS is

insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event Allottee shall make further payment to maintain required balance of IFMS as applicable. The Allottee shall always keep the Promoter indemnified in this regard.

- b. The Promoter will return IFMS to the Association on transfer of Common Areas and Facilities (net of Cumulative Defaults). It is clarified that in case the Common Areas and Facilities viz parks, roads, sewer, water etc were handed over to the Nagar Nigam,/Jal Vibhag/ Competent Authority and some fee/deposit is to be paid to them in this regard then the same shall be proportionately deducted from an allottees's IFMS and in case of shortfall in IFMS then he/she shall be obliged to make good the deficit within 7 days of deduction.
- c. The Allottee shall not store any hazardous or combustible goods in the Plot and construction thereon. The Allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas & Facilities which otherwise are available for free access.
- d. The Allottee shall plan and distribute its electrical load in the building to be constructed on the Plot in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- e. The Allottee agrees and confirms that that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Plot by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance/Sale Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Plot only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Conveyance/Sale Deed. Any such arrangement/ agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the Plot. The Allottee hereby agrees that the Promoter shall be entitled to terminate this Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.
- f. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the Common Area and Facilities
- g. The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Plot.
- h. The Project shall always be known as **"Eldeco North Block"** At Eldeco Shaurya and this name shall not be changed by anyone including the Allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same.
- i. In case of termination of this Agreement, all documents executed/ received by the Allottee(s) in furtherance thereto shall stand terminated for all intents and purposes and the Allottee(s) shall return all documents (in original) to the Promoter.

- j. The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Promoter has further clarified to the Allottee that the Township/Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Plot, as the same is to be provided by the concerned government or local authority or body. The Allottee agrees that since this is beyond the control and scope of the Promoter, they shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- k. The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- l. The Allottee undertakes that the Allottee has/have taken the decision to purchase the Plot in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement
- m. The Allottee is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the Total Land and that the Allottee has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities in the Township. The Promoter may carry out further construction on any portion of vacant land in the Total Land if becomes possible shall be entitled to take up such further construction and the Allottee shall have no objection for the same if not affecting the Plot.

14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Plot for Residential usage with the full knowledge of all Applicable Laws, Rules, regulations, notifications applicable in the State of Uttar Pradesh and related to the Project/Township.

15. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make construction on the residential plots, commercial plots/areas, community plot/s falling in the Project/Township without approval by the Competent Authority and as per the guidelines/ permissions/ directions or sanctions by Competent Authority.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

- 1 The Promoter after execution this Agreement shall not mortgage or create charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take Plot for Residential usage.
- 2 The Promoter so desires, it shall be entitled in future also to create security on the Said Land and receivables of Project by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Said Land/receivable of Project and mortgage the same with Banks and/ or Financial Institutions as aforesaid.

17. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Schedule V. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the Agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its issuance by the Allottee and further fails to execute the Agreement and register the Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 days from the date of its issuance by the Allottee, the Application of the Allottee for allotment of Plot shall be treated as cancelled and refund of amount shall be dealt in terms of the Application signed by the Allottee.

18. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Plot for Residential usage.

19. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in this Agreement.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project /Township shall equally be applicable to and enforceable against and by any subsequent allottee(s) of the Plot in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

21. TRANSFER/NOMINATION

- a) Subject to the terms of the allotment and the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to the execution of the Conveyance/Sale Deed, but subject to paying at least 40% of the Cost of Property the Allottee may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the laws, norms, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of transfer charges (taxes extra) as per the prevailing policy of the Promoter upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. The Stamp duty and registration charges etc. as applicable on such transfer substitution/ nomination shall be paid by the Allottee / third party transferee.
- b) At any time after execution of Agreement, in addition to transfer charges an administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable. The Administrative fee shall be payable in such cases also where nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee and the Allottee shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee/s is mandatory, if any.

- c) The Allottee understand and acknowledge that the Promoter is entitled to demand the Transfer charges and Administrative Charges as mentioned hereinabove post execution and registration of the Conveyance/Sale Deed as long as the Promoter is maintaining the Common Areas and Facilities or as long as the Promoter is required to maintain the records/accounts pertaining to the Project and its allottee/s, whichever is later.

22. WAIVER NOT A LIMITATION TO ENFORCE:

- 1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Schedule V including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottee/s of the Project.
- 2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project/Township, the same shall be the proportion which the plot area of the Plot for Residential usage or built up area/s on the plot/s to the total plot area/ built up area of all the residential plots in the Project/Township.

25. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, duly executed by the Allottee and the Promoter or simultaneously with the execution, this Agreement shall be registered as per provisions of Lucknow, Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Lucknow.

27. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement

shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/Speed Post at their respective addresses specified below:

Name of Allottee

(Allottee
Address)

**ELDECO HOUSING AND
INDUSTRIES LIMITED** Promoter

At: Eldeco Corporate Chamber 1, 2nd Floor, Vibhuti Khand, Gomti Nagar, Lucknow 226010

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. SAVINGS:

Any Application , Agreement, or any other document signed by the Allottee, in respect of the Plot prior to the execution and registration of this Agreement for such Plot shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the regulations made thereunder.

30. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Uttar Pradesh courts will have the jurisdiction for this Agreement. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.

31. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at _____(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint Allottees)

(1) Signature

Name

(2) Signature

Name

Address

Address

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorized Signatory)

Signature Accounts: _____

Name

Signature of COO: _____

At on in the presence of:

WITNESSES:

1. Signature

2. Signature

Name

Name

Address

Address

* or such other certificate by whatever name called issued by the competent authority.

[illegible]

SCHEDULE –II
Details of Sale Deeds of Said Land

SR.NO.	NAME OF THE PURCHASER	KHASRA NO.	AREA TAKEN (in hectares)	SALE DEED NO.	DATE OF LAND TRANSACTION	VILLAGE
1	Shobhit Kumar	1230	1.012	12732	06.07.12	Bijnore
2	Swarg Constructions Pvt. Ltd. (transferred from Gaurav Kumar)	1230 Mi	0.506	14724	18.12.18	Bijnore
			1.518			

Details of Consortium of Said Land

Consortium Agreement 2	Jild No.3, Pages-45 to 62, S.No.63, Dated- 10.08.18
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**SCHEDULE -III
APPROVALS**

Sr. No.	List of approvals	Date
1.	Approval for Township and Permit no. 1213-1215 and Permit No 424	08/10/2013 and 2/11/2015 respectively
2.	Approval for Project i.e Permit No 720	27/2/2018
3.	Environment Clearance	31/7/2014
4.	Pollution Clearance	1/10/2013
5.	RERA Registration Number	Registration no. – UPRERAPRJ17593 Web link: http://www.up-rera.in

SCHEDULE IV
Details of Plot

1.	Details of the Plot	Plot No.
2.	Area of the Plot* (in sqmtr)	
3.	Payment Plan	
4.	Date of offer of Possession^{##}	
5.	Payment Schedule	Schedule V
6.	Deposit, outgoings and other charges	Schedule V
7.	Initial token amount / Application Money	
8.	Details of payment of Initial token amount	
9.	Payments to be made in favour of	Bank Account Name: Bank Name : Bank Account No. : IFSC code :
10.	Interest for delayed payments	10% per annum
11.	Holding Charges	@ Rs _____/- per ____ per month of plot area of the Plot if applicable
12.	Safeguarding Charges	@ Rs _____/- per ____ per month of plot area of the Plot if applicable

*Area measurement is approximate and subject to variation.

[#] The Promoter shall not be liable to the Allottee for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner,

^{##} Subject to terms and conditions mentioned in the Agreement For Sale.

Note: in case of electronic transfer, the Allottee shall inform the Promoter of the transfer in writing

SCHEDULE –V
Cost of Property and Payment Schedule

Total Price Payable

Particulars	Amount (in Rs.)
Total Basic Cost	

Maintenance related charges/security/other charges to be paid before possession of the Plot

- Interest Free Maintenance Security (IFMS) @ Rs. _____/- for the Plot.
- The indicative maintenance charges are @ Rs. _____/- per month for Plot. Also, 36 Months Advance Maintenance Charges amounting to Rs. _____/- has to be paid in advance. Please note that the above indicative maintenance charges has been derived on the basis of cost, as on July, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Plot, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time.
- The above maintenance charges are excluding applicable taxes. Club Membership Fees of Rs. _____/- (Mandatory) is payable towards membership of Club Shaurya in the Township.

Payment Schedule

- ☐ Development Linked Payment Plan
- ☐ Down Payment Plan

PAYMENT PLAN:			
Development Linked Payment Plan		Down payment Plan	
At the time of booking	10%	At the time of Booking	10%
With in 45 days of booking	10%	Within 45 days of Booking	83%
With in 90 days of booking	10%	Rebate	7%
On Laying of Sewer Line	20%		
On Laying of Water Line	20%		
On Laying of Road (WBM)	20%		
On offer of possession	10%		

NOTE:

1. The maintenance charges herein are indicative and the final charges will be intimated in Offer Letter. Please note that the above indicative maintenance charges has been derived on the basis of cost as in July 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Plot, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance.
2. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
3. In the event of delay in payment of Cost of Property and/or incase the Allottee approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum from the date such amounts fall due till realization of payments by the Promoter.
4. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both

present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Plot and/or the transaction contemplated herein and/or in respect of the Cost of Property and/or the other amounts shall be payable by the Allottee. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee.

5. The statutory deposits to be additionally paid by Promoter to Competent Authorities towards electricity, water and other facilities at the Project shall be payable by the Allottee on a pro-rata basis as and when demanded by Promoter/ Competent Authority.
6. The Allottee shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association (defined hereinafter), membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sale deed etc.
7. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement For Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the Common areas & Facilities to the Association shall be payable by the Allottee.
8. The Allottee shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
9. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.